

**SANTA FE COUNTY  
PRICE AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the County of New Mexico, and Maccaferri Inc., a Corporation authorized to do business in the County of New Mexico (hereinafter referred to as "the Contractor").

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. DEFINITIONS**

**A. "Using department"** shall mean a department or Elected Official's Office of Santa Fe County.

**B. "Purchase Order"** shall mean a fully executed Purchase Document issued by the Santa Fe County Purchasing Department that specifies the items to be provided by the Contractor under the terms of the Price Agreement.

**C. Price Agreement** means this indefinite quantity Price Agreement which requires the Contractor to furnish items to the using department which issues a purchase order.

**D. Record Adjustment Date** means a date within thirty days of issuance of the Producers Price Index (Not Seasonably Adjusted)(generally referred to herein as "the PPI") by the U.S. Department of Labor.

**2. GOODS TO BE PROVIDED**

**A. Good Listed on Attachment A.** Certain departments of the County may issue orders for purchase of the items described herein. The item ordered must be listed on Attachment A to this Agreement. All orders issued hereunder must bear both an order number and the number of this Price Agreement.

**B. Quantities.** It is understood that this is an indefinite quantity price agreement and the County may order any quantity of the items listed on Attachment A. No guarantee or warranty is made or implied, by either the County or the using department that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items when ordered.

**C. Specifications.** Items furnished hereunder shall conform to the requirements of the specifications provided in the Information for Bidders, attached hereto as Attachment B. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s), numbers(s), and price(s). Any items provided pursuant to this Price Agreement must meet or exceed the specifications.

**D. Shipping and Billing Instructions.**

1. The Contractor shall ship the items in accordance with the County's instructions. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number, and the commercial part number (if any) for each item. Unless otherwise designated by the County, the Contractor shall ship all products F.O.B. destination. Except for loss or damage directly attributable to the negligence of a procuring department, the Contractor shall bear all risk of loss or damage until products have been accepted by the using department. Destination charges shall be included in the product price.

2. The Contractor may impose shipping and handling charges for enhanced delivery services (overnight courier service, second-day courier service or delivery-by-messenger service). Such enhanced delivery charges shall be pre-paid by the Contractor and billed as a separate item at actual cost. The Contractor shall advise the procuring department of any enhanced delivery charges prior to the acceptance of the purchase order.

3. Whenever a using department does not accept any product and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.

4. The Contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the using department.

5. Unless otherwise agreed upon by the using department, the Contractor shall be responsible for the pick-up of returned items.

6. Time is of the essence for purposes of this Agreement. All damages resulting from late delivery shall be the responsibility to the bidder. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the County for liquidated damages in the amount of \$100.00 per order per each day the items are delivered late.

**E. Delivery Tickets.** The County's purchasing document number and the Contractor's name, using department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on each shipment that is not accompanied by a packing ticket.

**F. Price.** Prices listed in Attachment A for each item shall be the price for that item as adjusted as set forth below.

**G. Periodic Price Adjustments.**

1. The price of items shall be subject to adjustment (increase or decrease) pursuant to this subparagraph to account for fluctuations in the costs of the items that are the subject of this Price Agreement. Adjustments to the prices set forth on Attachment A shall occur within thirty days following issuance of the Bureau of Labor Statistics index Producers Price Index (Not Seasonably Adjusted)(generally referred to herein as "the PPI") by the U.S. Department of Labor, usually every four months. At that time (the record adjustment date), a price adjustment shall be calculated by adding or subtracting the materials price adjustment to the price of each item set forth on Attachment A. The materials price adjustment shall equal the sum of each adjustment, which shall be calculated in accordance with subsection (3) of this Section. Record price adjustment reflecting a *decrease* in the applicable PPI shall offset previous adjustments resulting from an increase in the applicable PPI. The adjustment shall serve to reduce the price of a particular item in the event that the sum of the adjustments equals a negative number or an increase in the price of an item in the event that the sum of the adjustments equals a positive number.

2. The baseline cost amount for each item set forth on Attachment A shall be as specified on Attachment A (e.g., the price bid for each item). This baseline cost amount shall be used to calculate the adjustments in accordance with subsection (3) of this Section.

3. A record adjustment shall be based on the PPI for that item. At the time of contracting, the specific PPI index for each item shall be identified and set forth herein on Attachment C. On the record adjustment date, record adjustments shall be calculated by multiplying the applicable baseline cost amount associated with the particular item by the record adjustment factor. The record adjustment factor shall be based on the percentage of change in the applicable PPI from the effective date of this Price Agreement (IC) as compared to the applicable PPI on the record adjustment date (IE), and shall be calculated in accordance with the following formula:

$$\text{Record Adjustment Factor} = \text{IE/IC} - 1.00$$

The parties shall execute a Contract Administration Memorandum setting forth each record adjustment within thirty (30) days after the applicable record adjustment date.

**4. PAYMENT**

All payments under this Price Agreement are subject to the following provisions.

**A. Inspection.** Final inspection and acceptance of all items ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.

**B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the using department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the using department. Unless otherwise agreed upon between the using department and the Contractor, within thirty (30) days from the receipt of items, the using department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the using department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.

**C. Issuance of Orders.** Only written, signed and properly executed purchase orders are valid under this Price Agreement.

**D. Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices, extended totals and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the using department and not the Central Purchasing Office.

**E. Payment of Invoices.** Upon written certification from the using department that the items have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.

**F. Tax Note.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and County tax identification number(s). If a using department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the using department shall provide the Contractor with written evidence of such exemption(s).

## 5. TERM

THIS PRICE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE PARTIES. The term of this Agreement shall be four (4) year(s).

## 6. DEFAULT

A. The failure of the Contractor to perform shall create a default pursuant to this Price Agreement. The County reserves the right to cancel all or any part of any orders placed under this Price Agreement without cost to the County if the items fail to meet the requirements of this Price Agreement. The Contractor may be excused from performance under this Price Agreement if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not limited to, acts of God or the public enemy, acts of the County or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the subcontractor to meet the required delivery schedule.

B. The County may to cancel all or any part of any resulting order without cost to the County if the Contractor fails to meet material provisions of the order; the Contractor shall be liable for any excess costs associated with such a default.

## 7. TERMINATION

**A. For Convenience.** This Price Agreement may be terminated by the County upon written notice to the Contractor thirty (30) days before the proposed date of termination. Notice of Termination of the Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS.

**B. For Cause.** Either party may terminate this agreement for cause based upon material breach of this agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

## **8. AMENDMENT**

This Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. An amendment to this Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS issued prior to the effective date of the amendment as mutually agreed upon, and as published by the County Purchasing Manager. Amendments affecting prices are not allowed unless specifically provided for in the bid documents.

## **9. STATUS OF CONTRACTOR**

The Contractor, and Contractor's agents and employees, are independent Contractors for the department and are not employees of the County of New Mexico. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County of New Mexico as a result of this agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

## **10. ASSIGNMENT**

A. Neither this price agreement nor any orders placed under this price agreement, nor any interest therein, nor claim there under, shall be assigned or transferred by the Contractor, except as set forth in subparagraph 10(B) below or as expressly authorized in writing by the County purchasing manager. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this price agreement.

B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the County as to goods, services, and materials purchased in connection with this bid are hereby assigned to the County.

## **11. NON-COLLUSION**

In signing this agreement, the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

## **13. INSPECTION OF PLANT**

The County purchasing manager may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this Price Agreement.

#### **14. COMMERCIAL WARRANTY**

The Contractor agrees that the items furnished under this price agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such items, and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this order. Contractor agrees not to purport to disclaim warranties of fitness for a particular purpose or merchantability and fitness for a particular purpose.

#### **15. CONDITION OF PROPOSED ITEMS**

All proposed items are to be NEW and of most current production, unless otherwise specified.

#### **16. RECORDS OF AUDIT**

During the term of this agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the department, the County and State Auditor and other appropriate County and federal authorities. The department shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the department to recover excessive or illegal payments.

#### **17. APPROPRIATIONS**

The terms of this price agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this agreement. If sufficient appropriations and authorization are not made, this price agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

#### **18. RELEASE**

The Contractor, upon final payment of the amount due under this agreement, releases the County, its Elected Officials, officers, employees, agents and attorneys, from and against all liabilities, claims and obligations whatsoever arising from or under this agreement. The Contractor agrees not to purport to bind the County of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

## **19. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the using department.

## **20. PRODUCT OF SERVICE: COPYRIGHT**

All materials developed or acquired by the Contractor under this agreement shall become the property of the County of New Mexico and shall be delivered to the using department no later than the termination date of this agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the using department at conclusion of the agreement.

## **21. CONFLICT OF INTEREST**

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

## **22. APPROVAL OF CONTRACTOR REPRESENTATIVES**

The department reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the department, serving the needs of the County adequately.

## **23. SCOPE OF AGREEMENT, MERGER**

This agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

## **24. NOTICE**

The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

## **25. EQUAL OPPORTUNITY COMPLIANCE**

The Contractor shall abide by all federal and County laws, rules and regulations, and all applicable executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the governor of the State of New Mexico, the Contractor agrees to assure that no person shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this agreement. If Contractor is found to be not in compliance with these requirements during the life of this agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

## **26. INDEMNIFICATION**

The Contractor shall hold the County and its agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the department, its officers or employees.

## **27. APPLICABLE LAW**

This agreement shall be governed by the laws of the State of New Mexico.

## **28. INCORPORATION BY REFERENCE AND PRECEDENCE**

This agreement is derived from the Information For Bidders, Attachment B, including any written Addenda, and the Contractor's bid, Attachment A. In the event of a dispute under this agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Price Agreement in reverse chronological order; (2) the Price Agreement, including the scope of work; (3) the Information For Bidders including attachments thereto and addenda.

## **29. WORKER'S COMPENSATION**

The Contractor shall comply with State laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated.

### **30. INVALID TERM OR CONDITION/SEVERABILITY**

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Agreement, which can be given effect without the invalid provision.

### **31. ENFORCEMENT OF AGREEMENT**

A party's failure to require strict performance of any provision of this agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

### **32. PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION**

A. The Contractor shall defend, at its own expense, the County from and against any claim that any item provided under this agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the department based upon Contractor's trade secret infringement relating to any items provided under this agreement, the Contractor agrees to reimburse the County for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the department shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any item becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the County the right to continue using the item and fully indemnify the County against all claims that may arise out of the County's use of the item;

- ii. replace or modify the item so that it becomes non-infringing;

or,

- iii. accept the return of the item and refund an amount equal to the value of the returned item, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any item modified by the department to the extent such modification is the cause of the claim.

C. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

D. The agreement paragraph titled "patent, copyright, trademark, and trade secret indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall also survive termination of this agreement

### **33. SURVIVAL**

Each party agrees to protect confidential information and information identified as sensitive, proprietary, patent, copyright and/or trade secret data of the other. This protection will survive completion and/or termination of this Agreement and each party agrees not disclose this data unless under an order by a court of appropriate jurisdiction or the information becomes public knowledge.

### **34. NOTICES**

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:  
Santa Fe County Attorney's Office  
Santa Fe, NM 87501

To Contractor:  
Maccaferri Inc.  
3601 Pan American Frwy NE  
Albuquerque, NM 87107

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

### **35. AMENDMENTS**

This price agreement shall only be amended by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by:

SANTA FE COUNTY:

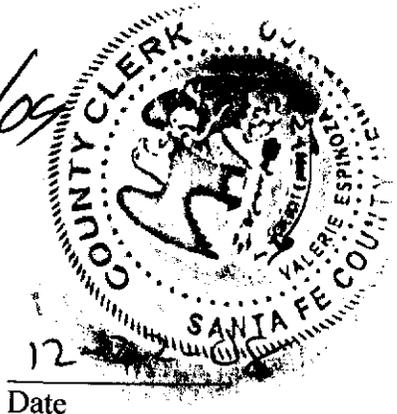
Michael D. Anaya  
Michael D. Anaya, Chairman  
Santa Fe Board of County Commissioners

1/27/09

ATTEST:

Valerie Espinoza  
Valerie Espinoza  
Santa Fe County Clerk

1/27/09



Date

APPROVED AS TO FORM:

Stephen C. Ross  
Stephen C. Ross  
Santa Fe County Attorney

MACCAFERRI INC.:

Stuart L. Klein

1/26/09  
Date

BY: STUART L. KLEIN  
(PRINT NAME)

ITS: ASST. AREA MGR.  
(PRINT TITLE)

FEDERAL TAX I.D. NUMBER:

\_\_\_\_\_



IFB #29-0002-PW/JC

Santa Fe County  
Santa Fe County Public Works  
102 Grant Avenue, P.O Box 276  
Santa Fe, NM 87504-0276

IFB# 29-0002-PW/JC

Please provide your best price, technical requirements, and time required for delivery of the items specified. Offers will be accepted until 2:00 P.M. on the bid due date specified.

**BIDDER'S OFFER AS PER ATTACHED BID FORMS**

Vendor's Name: MACCAFERRI INC.

Vendor's Phone: 505-344-7737

Fax #: 505-344-0871

Signature Of Authorized Vendor's Agent: [Handwritten Signature]

Title: ASST. AREA MGR.

SANTA FE COUNTY  
PUBLIC WORKS DEPARTMENT  
ROAD MAINTENANCE & CONSTRUCTION MATERIALS  
IFB #29-0002-PW/JC - CONTINUED

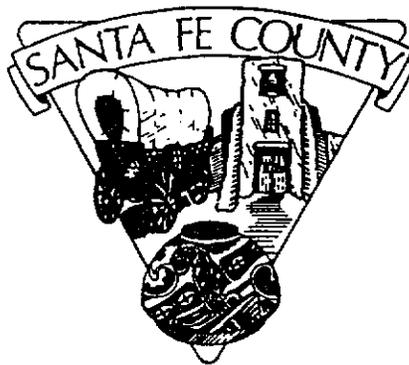
ITEM #	EST. QTY	DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
<b>GABION BASKETS - VARIOUS SIZES</b>					
318	25	GABION BASKET - 6' (L) X 3' (W) X 1' (H) MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS	EA	72.39	SEVENTY TWO & THIRTY NINE
319	25	GABION BASKET - 6' (L) X 3' (W) X 1'-6" (H) MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS	EA	80.83	EIGHTY DOLLARS & EIGHTY THREE CENTS
320	25	GABION BASKET - 6' (L) X 3' (W) X 3' (H) MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS	EA	117.75	ONE HUNDRED SEVENTEEN & SEVENTY FIVE CENTS
321	25	GABION BASKET - 9' (L) X 3' (W) X 1' (H) MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS	EA	100.74	ONE HUNDRED DOLLARS & SEVENTY FOUR CENTS
322	25	GABION BASKET - 9' (L) X 3' (W) X 1'-6" (H) MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS	EA	116.33	ONE HUNDRED SIXTEEN & THIRTY THREE CENTS
323	25	GABION BASKET - 12' (L) X 3' (W) X 3' (H) MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS	EA	170.23	ONE HUNDRED SEVENTY & TWENTY THREE CENTS
324	25	GABION BASKET - 12' (L) X 3' (W) X 1' (H) MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS	EA	124.64	ONE HUNDRED TWENTY FOUR & SIXTY FOUR CENTS
325	25	GABION BASKET - 12' (L) X 3' (W) X 1'-6" (H) MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS	EA	144.77	ONE HUNDRED FORTY FOUR & SEVENTY SEVEN CENTS
326	25	GABION BASKET - 12' (L) X 3' (W) X 3' (H) MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS	EA	212.78	TWO HUNDRED TWELVE & SEVENTY EIGHT CENTS
327	100	ROLL LACING WIRE - 12 GAUGE MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS	EA	125.00	ONE HUNDRED TWENTY FIVE DOLLARS
328	100	HARD DRAWN WIRE - 9 GAUGE ROLL MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS	EA	150.00	ONE HUNDRED FIFTY DOLLARS
329	50	HOG RINGS - 9 GAUGE ROLL 25 POUNDS BOX MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS	EA	75.00	SEVENTY FIVE DOLLARS
<b>RIP RAP WIRE</b>					
330	25	12 X 150' ROLL HEXAGONAL RIP RAP WIRE MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS	EA	1400.00	ONE THOUSAND FOUR HUNDRED DOLLARS
331	25	6 X 150' ROLL - HEXAGONAL RIP RAP WIRE MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS	EA	700.00	SEVEN HUNDRED DOLLARS
332	100	STEEL ANGLE IRON STAKES - 3/8" X 4" X 4" X 5' MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS	EA	65.00	SIXTY FIVE DOLLARS

**SANTA FE COUNTY**  
**PUBLIC WORKS DEPARTMENT**  
**ROAD MAINTENANCE & CONSTRUCTION MATERIALS**  
**IFB #29-0002-PW/JC - CONTINUED**

ITEM #	EST. QTY	ITEM DESCRIPTION	UNIT	UNIT PRICE	WRITTEN IN WORDS
333	25	<b>FILTER FABRIC AND SILT FENCING</b> GEOTEXTILE FILTER FABRIC M/X-155 4oz, Pq/L-36" X 300' ROLL - SILT FENCE MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS (5' X 360'	SYD	1.00	ONE DOLLAR PER SQUARE YARD.
334	25	<b>FILTER FABRIC AND SILT FENCING</b> MATERIAL DELIVERED AS PER SANTA FE COUNTY INSTRUCTIONS	EA	NO BID	



**Santa Fe County  
Public Works Department**



**Road Maintenance & Construction  
Materials Bid**

**Invitation For Bids  
#29-0002-PW/JC**

**October 2008**

**Santa Fe County  
Board of County Commissioners  
Invitation for Bids**

Sealed bids will be accepted at the office of the **Purchasing Manager, Santa Fe County, 142 West Palace Avenue, Second Floor, Santa Fe, New Mexico, 87501** until **2:00 p.m. local time (MST)** on **Monday, November 10, 2008** for:

**Road Maintenance & Construction Materials**

At which time all bids will be publicly opened, read aloud and considered in strict accordance with the specifications.

**ROAD MAINTENANCE & CONSTRUCTION MATERIALS  
PUBLIC WORKS DEPARTMENT  
IFB #29-0002-PW/JC**

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# ADVERTISEMENT

SANTA FE COUNTY  
PUBLIC WORKS DEPARTMENT  
ROAD MAINTENANCE AND CONSTRUCTION MATERIALS  
IFB 29-0002-PW/JC

Santa Fe County is requesting bids for the purpose of procuring Road Maintenance and Construction Materials. Bids shall be valid for no less than sixty (60) days, and may be awarded by the County at any time during that period.

A completed bid package shall be submitted in a sealed envelope indicating the bid title and number along with the bidding firm's name and address clearly marked on the outside of the envelope. **All bids shall be received by the deadline of 2:00 P.M., Monday, November 10, 2008, at the Office of the Procurement Manager, 142 West Palace Avenue, Second Floor, Santa Fe, NM, 87501.** By submitting a bid for the sale of supplies listed each firm is certifying that their bid is in compliance with regulations and requirements stated within the Invitation For Bid package. Santa Fe County reserves the right to reject any and all bids in part or in whole.

Invitation For Bid packages will be available by contacting James Chavez, Procurement Specialist II, [jchavez@co.santa-fe.nm.us](mailto:jchavez@co.santa-fe.nm.us) or Santa Fe County Purchasing Division, 142 West Palace Avenue, Second Floor, Santa Fe, New Mexico 87501, or (505) 992-6759 or [www.santafecounty.org/about\\_us/current\\_bid\\_solicitations.php](http://www.santafecounty.org/about_us/current_bid_solicitations.php)

ANY BID RECEIVED BY THE OFFICE OF THE PROCUREMENT MANAGER AFTER THE TIME AND DATE SPECIFIED SHALL NOT BE CONSIDERED.

Santa Fe County  
Purchasing Section  
Publish – October 23, 2008

## Santa Fe County Instructions to Bidders

1. All bids shall be submitted on the bid response forms supplied by the County. All forms must be included in the bid.

2. All bids must be received by the Santa Fe County Purchasing Division, 142 West Palace Avenue, Second Floor, Santa Fe, New Mexico, 87501 as specified in the bid specification sheet.

**Mailing Address :**

**Attention: James P. Chavez**  
Santa Fe County Purchasing Division  
142 West Palace Avenue, Second Floor  
Santa Fe, NM 87501

**Hand Delivery and Courier :**

**Attention: James P. Chavez**  
Santa Fe County Purchasing Division  
142 West Palace Avenue, Second Floor  
Santa Fe, NM 87501

3. Bids shall be submitted in a sealed envelope and be clearly marked with the words: Sealed Bid Enclosed, Bid No. 29-0002-PW/JC.

4. The Santa Fe County Purchasing Division will mark the time and date of receipt of the bid on the envelope when it is received. That time and time shall be the official time of receipt of the bid.

5. All bids shall remain sealed until the date and time specified on page 1 of this bid package.

6. To preclude possible errors and / or misinterpretations, bid prices shall be affixed in ink, legibly written or typed. In case of discrepancy, amounts stated in words shall govern.

7. After bid opening, no modifications of bids shall be permitted. A bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its bid upon written request prior to contract award. Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the firm's authorized representative or agent. Resubmission of the modified bid shall be received within the specified time of bid opening to be considered.

8. This solicitation may be the subject of a multiple source award. The successful bidder(s) shall be notified in writing within five (5) working days of the award of the bid. The successful bidder will be required to sign a written contract and purchase order(s) will be issued.
9. Bid prices shall not include applicable taxes. It shall be the successful bidder's responsibility to calculate applicable taxes at time of invoicing.
10. The quantities stated in this invitation for bids are estimated quantities; actual quantities may vary. Santa Fe County assumes no liability in the event actual requirements do not equal the stated estimated quantities.
11. In submitting a bid, the bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this invitation for bids by the County.
12. Vendors submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (1979).
13. The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with bidders and to accept the offer it deems to be in the best interest of Santa Fe County, giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.
14. Technical expertise may be required to provide materials and services that will conform to all applicable federal, state and County standards and / or to function as indicated in these specifications. The bidder shall be responsible for ensuring that the goods and/or services offered meet or exceed the stated criteria. **ANY EXCEPTIONS TO THE SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED.**
15. No interpretation of the meaning of the specifications or other documents will be made to any bidding firm except through a written addendum to this invitation for bids. Each request for interpretations shall be in writing addressed to James P. Chavez, Procurement Specialist II, Santa Fe County Purchasing Division, 142 West Palace Avenue, Second Floor, Santa Fe, NM, 87501, and to be given consideration must be received at least five (5) days prior to the date fixed for the receipt of bids.
16. Direct communication with a County technical representative is prohibited. Any such communication may result in the elimination of the bidder from the solicitation.
17. Any and all interpretations and supplemental instructions will be in the form of written addenda to the IFB which, if issued, will be mailed by certified mail with return receipt requested or other means determined by the County as reasonable to expedite this process to all prospective bidders. A written addendum shall be issued not later than three (3) days prior to the date fixed for the receipt of bids. A new bid opening schedule may be set to allow for addenda to be issued. Failure of any bidder to receive any such addenda or interpretations shall not relieve the bidder from any obligation. All addenda so issued shall become part of the contract documents.

18. Specifications in this invitation are not meant to be restrictive, but descriptive, and may be denoted as "brand name or equal." Specifications must strictly adhere to those stated herein. Substitutions are permitted only as provided by addendum. A bidder shall clearly indicate that it is offering an "equal" product unless the bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the item has been discontinued, the bidder may be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.

19. To determine whether a bid is eligible for the 5% resident preference, please complete the following:

I (We) certify that the following items numbered \_\_\_\_\_

\_\_\_\_\_ as indicated in this invitation were (are) grown, produced, processed or manufactured wholly in the State of New Mexico or the State of New York.

**Resident Preference**

The 5% resident preference shall apply to registered businesses, unless the federal funds are involved.

**Preference Registration Information**

I (We) certify that this business is registered with the State of New Mexico as a resident manufacturer or resident business, number \_\_\_\_\_.

**Note: No bidder shall receive more than 5% preference on any one bid.**

## Specifications

- 1. Intent of Specifications:** The following specifications are intended to describe Road Maintenance and Construction Materials to be used by Santa Fe County. The County reserves the right to waive minor differences between the specifications and the condition of the products to be delivered if in the best interest of the County.
- 2. Qualified Bidders:** Bidders must be willing and able to provide the materials set forth in this document. Bidders must meet the specifications contained herein. All bidders shall include references from three (3) or more current or former customers of the same or similar materials.
- 3. Inspection of Facilities & Equipment:** Representatives of the Santa Fe County Purchasing Division and the Santa Fe County Public Works Department shall have access, during normal business hours, to the bidder's facilities for the purposes of conducting inspections of the facilities and materials stored there.
- 4. Payment or Acceptance Not Conclusive:** No payment made under this contract shall be conclusive evidence of the performance of the contract, in whole or in part, and no payment made for the delivery of the materials, in whole or in part, shall be construed as an acceptance of materials that do not meet specifications, and shall not relieve the bidder from the responsibility to correct all such defects. Final acceptance shall not be binding upon the County nor conclusive if the bidder has furnished materials that do not meet specifications or the terms of the contract. Should such conditions become evident, the County shall have the right, notwithstanding final acceptance and payment, to require that the materials be properly furnished in accordance with the specifications at the cost and expense of the bidder.
- 5. Bid Security:**

  - a. Bid security in the amount of \$20,000 shall accompany the bid. Security may be in the form of a certified or bank cashier's check made payable to the County or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other surety in form satisfactory to the County. The Bid Security of the successful bidder will be retained until the bidder has executed the Agreement, whereupon the bid security will be returned. If the bidder fails to execute and deliver the Agreement within ten (10) days of the Notice of Award, the County may cancel the Notice of Award and the Bid Security of that bidder will be forfeited. **The Bid Security of any bidder whom the County believes to have a reasonable chance of receiving the award may be retained by the County until either the seventh day after the executed Agreement is delivered by the County to Contractor and the required Contract Security is furnished, or the sixty-first day after the bid opening, whichever is earlier. Bid security of other bidders will be returned within thirty (30) days of the bid opening.**

b. Bid Security in the form of checks, except the Bid Security of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid Security of the unsuccessful of the two lowest Bidders, if in the form of a check, will be returned within fifteen (15) days following the award of contract. The retained Bid Security of the Successful Bidder, if in the form of a check, will be returned after a satisfactory contract bond has been furnished and the contract has been executed. Bid Securities in the form of Bid Bonds will be returned only upon the request of the unsuccessful Bidder, but will be released by the County Purchasing Agent after the Notice of Award is sent by the County.

**6. Method of Award:** Santa Fe County shall award the bid to the lowest responsive bidder(s) who meets or exceed the specifications for the item(s) being bid. Award of the bid may be made to multiple sources.

**7. Prices.** Prices during the pendency of the contract will be indexed and decreased according to the Producer Price Index. See the sample contract attached hereto for more details.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_ hereinafter called the PRINCIPAL, as Principal, and the \_\_\_\_\_, of \_\_\_\_\_ a Corporation/Limited Liability Company/Limited Partnership/Partnership/Sole Proprietorship, duly organized under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto Santa Fe County, a Political Subdivision of the State of New Mexico, , hereinafter called the OBLIGEE, in the sum of \_\_\_\_\_ dollars (\$) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated \_\_\_\_\_, 2008, to provide Road Maintenance and Construction Materials - BID #29-0002-PW/JC, Santa Fe County.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D.2008.

\_\_\_\_\_  
 BIDDER

(SEAL)

By: \_\_\_\_\_  
 PRINCIPAL

\_\_\_\_\_  
 WITNESS

By: \_\_\_\_\_  
 SURETY

\_\_\_\_\_  
 WITNESS

\_\_\_\_\_  
 TITLE

**Santa Fe County  
Growth Management Department  
Invitation for Bids**

Date:

\_\_\_\_\_

To:

**James P. Chavez, Procurement Specialist II  
Santa Fe County  
142 West Palace Avenue, Second Floor Purchasing  
Santa Fe, NM 87501**

From:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Having read the Santa Fe County General Bid Instructions and Conditions and examined the specification sheet(s) for the Invitation for Bids reference IFB# 29-0002-PW/JC, we hereby submit the attached offer and required information for:

Submitted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone Number

**Santa Fe County**  
**Santa Fe County Public Works**  
**102 Grant Avenue, P.O Box 276**  
**Santa Fe, NM 87504-0276**

**IFB# 29-0002-PW/JC**

Please provide your best price, technical requirements, and time required for delivery of the items specified.  
Offers will be accepted until 2:00 P.M. on the bid due date specified.

**BIDDER'S OFFER AS PER ATTACHED BID FORMS**

**Vendor's Name:** \_\_\_\_\_

**Vendor's Phone:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_

**Signature Of Authorized Vendor's Agent:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

**ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM**  
**IFB 29-0002-PW/JC**

In acknowledgement of receipt of this Invitation for Bids the undersigned agrees that he/she has received a complete copy, beginning with the title page, and ending with Sample Price Agreement.

This acknowledgement must be signed and returned to the Procurement Manager with the Bid documents. Only Bidders that return this form in a timely manner will receive copies of addenda to this IFB.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (signature)

Name: \_\_\_\_\_  
 (printed)

Title: \_\_\_\_\_

This name and address will be used for all correspondence related to the Invitation For Bids.

James P. Chavez  
 Santa Fe County Administrative Services Department  
 Purchasing Division  
 142 West Palace Avenue, Second Floor  
 Santa Fe, NM 87501  
 Phone: (505) 992-6759 Fax: (505) 989-3243  
 E-mail: [jchavez@co.santa-fe.nm.us](mailto:jchavez@co.santa-fe.nm.us)

**COUNTY OF SANTA FE  
STANDARD SPECIFICATIONS  
FOR  
ROAD MAINTENANCE & CONSTRUCTION MATERIALS**

The New Mexico State Highway Department Standard Specifications For Highway and Bridge Construction, 2000 Edition, shall govern this Contract except where revised or amended by the Supplemental General Provisions, Supplemental Provisions and Specifications.

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**SUPPLEMENTAL PROVISIONS & SPECIFICATIONS TO THE NEW MEXICO  
STATE HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS  
FOR ROAD & BRIDGE CONSTRUCTION EDITION 2000**

The Standard Specifications listed herein have been modified for County of Santa Fe Projects.

DIVISION 2 – EARTHWORK

DIVISION 3 – BASES

DIVISION 4 – SURFACE TREATMENTS AND PAVEMENTS

DIVISION 5 – STRUCTURES

DIVISION 6 - MISCELLANEOUS CONSTRUCTION MATERIALS

## DIVISION 2

### EARTHWORK

1. **GENERAL:** Backfill (Barrow) material shall conform to the following section of Division 200 - Earthwork of the NMSHTD Standard Specifications for Road and Bridge Construction, 2000 Edition, with the following modifications:

In the NMSHTD Replace the word "Department" with "Santa Fe County" throughout. Replace references to "Central Materials Laboratory" with "Commercial Materials Testing Laboratory." Replace the word "Project Manager" with "Engineer" throughout.

This material shall be designated by Backfill (Borrow) Material for ordering purposes.

#### **SECTION 206 – EXCAVATION & BACKFILL FOR CULVERTS & MINOR STRUCTURES:**

**SUBSECTION 206.1 – DESCRIPTION:** DELETE THIS SECTION

**SUBSECTION 206.2 – MATERIALS:**

**SUBSECTION 206.3 – CONSTRUCTION REQUIREMENTS:** DELETE THIS SECTION

**SUBSECTION 206.4 – METHOD OF MEASUREMENT:** DELETE THIS SECTION

**SUBSECTION 206.5 – BASIS OF PAYMENT:** DELETE THIS SECTION

2. **BACKFILL (BARROW) MATERIAL (BID ITEMS 46 TO 60):**

A. **GENERAL:** Backfill (Barrow) material shall meet the specifications set forth in Section 206.21 of the NMSHTD Standard Specifications for Road and Bridge Construction – 2000 Edition. Quantities listed on the bid forms are only estimates. The exact usage of these materials shall be determined by Santa Fe County.

B. **METHOD OF MEASUREMENT:** Backfill (Barrow) material will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

C. **MATERIALS TO BE PICKED UP BY SANTA FE COUNTY - BID ITEMS 46, 51 & 56:**  
The Contractor shall be available to load barrow material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under bid item 46 the commercial pit shall be located within a twenty-five (25) mile radius of the City of Santa Fe. Under bid item 51 the commercial pit shall be located within a twenty-five (25) mile radius of the City of Espanola. Under bid item 56 the commercial pit must be located within a twenty-five (25) mile radius of the City of Edgewood.

- D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 47 TO 50, 52 TO 55 AND 57 TO 60):** The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6X4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from 56,000 pounds to 86,400 pounds. If specified the Contractor shall use (6X4) tandem axle dump trucks with a maximum legal load capacity ranging from 34,000 pounds to 45,000 pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

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## DIVISION 3

### BASES

1. **GENERAL:** Type I-B gravel base course aggregate (for unpaved roads) shall meet the specifications of Division 300 - BASES of the NMSHTD Standard Specifications for Road and Bridge Construction, 2000 Edition, with the following modifications:

Replace the word "Department" with "Santa Fe County" throughout. Replace references to "Central Materials Laboratory" with "Commercial Materials Testing Laboratory". Replace the word "Project Manager" with "Engineer" throughout.

This material shall be designated as Type I-B and Type I-B-DR, base course.

#### **SECTION 304 - BASECOURSE AND SUBGRADE:**

**SECTION 304.1 – DESCRIPTION:** DELETE THIS SECTION

**SECTION 304.2 - MATERIALS**

**SECTION 304.3 - CONSTRUCTION REQUIREMENTS:** DELETE THIS SECTION

**SECTION 304.4 – ACCEPTANCE**

**SECTION 304.5 – METHOD OF MEASUREMENT:** DELETE THIS SECTION

**SECTION 304.6 - BASIS OF PAYMENT:** DELETE THIS SECTION

#### 2. **BASECOURSE - TYPE I-B (BID ITEMS 1 TO 15):**

A. **GENERAL:** Base course material shall be Type I-B in accordance with table 304-A. Quantities listed on the bid forms are estimates. The exact material quantities and usage shall be determined by Santa Fe County.

B. **METHOD OF MEASUREMENT:** Base course will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

C. **MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 1, 6 & 11):** The Contractor shall be available to load base course material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under bid item 1, the commercial pit shall be located **within a 25 mile radius of the City of Santa Fe**. Under bid item 6, the commercial pit shall be located **within a 25 mile radius of the City of Espanola**. Under bid item 11 the commercial pit shall be located **within a 25 mile radius of the City of Edgewood**.

**D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 2 TO 5, 7 TO 10 & 12 TO 15):** The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6X4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from 56,000 pounds to 86,400 pounds. If specified the Contractor shall use (6X4) tandem axle dump trucks with a maximum legal load capacity ranging from 34,000 pounds to 45,000 pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

**BASE COURSE - TYPE I-B-DR (BID ITEMS 16 TO 30):**

**A. GENERAL:** Type I-B-DR gravel base course aggregate (for unpaved roads) and shall conform to the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP 96) in section 703, pages 668-670. Specifications for these materials is as follows:

1. Los Angeles abrasion, AASHTO T96 50% Maximum.
2. Sodium sulfate soundness loss (5 cycles) AASHTO T 104 12% Maximum.
3. Fractured faces 50% Minimum.
4. Free from organic matter and lumps or balls of clay or silt.
5. Liquid limit 35 Maximum.
6. Plasticity index between six (6) and twelve (12).

Sieve Size	Type I-B-DR
1 Inch	100
¾ Inch	97-100
#4	41-71
#40	12-28
#200	9-16

Quantities listed on the bid forms are estimates. Exact usage of the materials shall be determined by Santa Fe County.

**B. METHOD OF MEASUREMENT:** Base course will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

- C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 16, 21 & 26):** The Contractor shall be available to load base course material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under bid item 16 the commercial pit shall be located **within a 25 mile radius of the City of Santa Fe**. Under bid item 21 the commercial pit shall be located **within a 25 mile radius of the City of Espanola**. Under bid item 26 the commercial pit shall be located **within a 25 mile radius of the City of Edgewood**.
- D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 17 TO 20, 22 TO 25 AND 27 TO 30):** The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6X4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from 56,000 pounds to 86,400 pounds. If specified the Contractor shall use (6X4) tandem axle dump trucks with a maximum legal load capacity ranging from 34,000 pounds to 45,000 pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

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## DIVISION 4

SURFACE TREATMENTS & PAVEMENTS

1. **GENERAL:** Surface Treatments and Placement shall conform to the specifications set forth in Division 400 of the NMSHTD Standard Specifications for Road and Bridge Construction – 2000, with the following modifications:
- SECTION 420 – PLANT MIX BITUMINOUS PAVEMENT (PMBP)** – Replace the word “Department” with “Santa Fe County” throughout. Replace references to “Central Materials Laboratory” with “Santa Fe County Soils Laboratory”. Replace the word “Project Manager” with “Engineer” throughout.
- SUBSECTION 420.41 – INDEPENDENT ASSURANCE TESTING:** DELETE THIS SECTION
- SUBSECTION 420.44 – DEPARTMENT QUALITY ASSURANCE TESTING** – Replace the word “Department” with “Santa Fe County”.
- SUBSECTION 420.51 – DEPARTMENT QUALITY ASSURANCE TESTING FOR PMBP MIX** – Replace the word “Department” with “Santa Fe County”. Add that assurance sampling and testing to be done by Santa Fe County Public Works Soils Lab.
- SUBSECTION 420.52 – DEPARTMENT QUALITY ASSURANCE TESTING FOR COMPACTION:** DELETE THIS SECTION
- SUBSECTION 420.6 – METHOD OF MEASUREMENT:** DELETE THIS SECTION
- SUBSECTION 420.7 – BASIS OF PAYMENT:** DELETE THIS SECTION
2. **PMBP (BID ITEMS 31 TO 45):**
- A. **GENERAL:** PMBP material shall be Type I-B in accordance with table 420-A. Quantities listed on the bid forms are estimates. Exact usage of materials shall be determined by Santa Fe County.
- B. **METHOD OF MEASUREMENT:** PMBP will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.
- C. **MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 31, 36 & 41):** The Contractor shall be available to load PMBP material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under bid item 31, the commercial pit shall be located **within a 25 mile radius of the City of Santa Fe**. Under bid item 36, the commercial pit shall be located **within a 25 mile radius of the City of Espanola**. Under bid item 41, the commercial pit shall be located **within a 25 mile radius of the City of Edgewood**.

**D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 32 TO 35, 37 TO 40 AND 42 TO 45):** The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6X4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from 56,000 pounds to 86,400 pounds. If specified the Contractor shall use (6X4) tandem axle dump trucks with a maximum legal load capacity ranging from 34,000 pounds to 45,000 pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

**E. MIX DESIGN:** The Contractor shall prepare on a yearly basis, a mix design for the Type I-B PMBP material listed above. The design shall be prepared by a qualified mix designer and shall be submitted for approval.

**3. SURFACE AGGREGATE MATERIAL (BID ITEMS 91 TO 150):**

**A. GENERAL:** Surface aggregate materials shall be composed of crushed and screened gravel, rock or selected material. Specifications for these materials is as follows:

**Surface Aggregate Materials**

Sieve Size	Percent Passing			
	¾" Chips	5/8" Chips	½" Chips	3/8" Chips
¾"	100			
5/8"		100		
½"			100	
3/8"				100
No. 4	0-12	0-12	0-10	90-100
No. 10	0-2	0-2	0-2	30-90
No. 200				0-5

- 1) At least seventy five (75) percent of the material retained on the No. 4 sieve shall be particles having at least two (2) fractured faces. A face will be counted as fractured whenever on-half or more of the surface, when viewed normal to the face, is fractured.
- 2) The surface aggregate shall be free from vegetable matter, lumps or balls of clay, adherent films of clear or other material that will prevent thorough coating with bituminous material. The aggregate shall have a percent wear of forty (40) or less at 500 revolutions as determined by AASHTO T96 and shall have a soundness loss of twelve (12) or less when tested in conformity with AASHTO T104 using magnesium sulfate solution with a test duration of five (5) cycles unless otherwise shown in the contract.

- 3) The combining of materials from two (2) or more sources to produce aggregate will be permitted only when each source meets all applicable quality requirements.

Surface aggregate that becomes contaminated or otherwise unusable shall be corrected by screening or washing at the Contractors expense. Quantities listed on the bid forms are estimates. Exact usage of materials shall be determined by Santa Fe County.

- B. METHOD OF MEASUREMENT:** Surface aggregate material will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

- C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 91, 96, 101, 106, 111, 116, 121, 126, 131, 136, 141 & 146):** The Contractor shall be available to load surface aggregate material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 4:00 P.M. Monday through Saturday. Under bid items 91, 106, 121 and 136 the commercial pit shall be located within a 25 mile radius of the City of Santa Fe. Under bid items 96, 111, 126 and 141, the commercial pit shall be located within a 25 mile radius of the City of Espanola. Under bid item 101, 116, 131 and 146, the commercial pit shall be located within a 25 mile radius of the City of Edgewood.

- D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 92 TO 95, 97 TO 100, 102 TO 105, 107 TO 110, 112 TO 115, 117 TO 120, 122 TO 125, 127 TO 130, 132 TO 135, 137 TO 140, 142 TO 145 & 147 TO 150):** The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6X4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from 56,000 pounds to 86,400 pounds. If specified the Contractor shall use (6X4) tandem axle dump trucks with a maximum legal load capacity ranging from 34,000 pounds to 45,000 pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

**4. BLOTTER MATERIAL (BID ITEMS 217 TO 231):**

- A. GENERAL:** Blotter material shall meet the specifications of table 408-A of the NMSHTD Standard Specifications for Highway and Bridge Construction. Quantities listed on the bid forms are estimates. Exact usage of materials shall be determined by Santa Fe County.

- B. METHOD OF MEASUREMENT:** Blotter material will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

**C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 217, 222 & 227):** The Contractor shall be available to load Blotter material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under bid item 217, the commercial pit shall be located **within a 25 mile radius of the City of Santa Fe**. Under bid item 222, the commercial pit shall be located **within a 25 mile radius of the City of Espanola**. Under bid item 227, the commercial pit shall be located **within a 25 mile radius of the City of Edgewood**.

**D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 218 TO 221, 223 TO 226 & 228 TO 231):**

The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6X4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from 56,000 pounds to 86,400 pounds. If specified the Contractor shall use (6X4) tandem axle dump trucks with a maximum legal load capacity ranging from 34,000 pounds to 45,000 pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

**5. 5" MINUS PIT RUN MATERIAL (BID ITEMS 151 TO 165):**

**A. GENERAL:** 5" minus pit run material shall be in accordance with the specifications as follows:

**5" Minus Pit Run Gradation**

Sieve Size	Percent Passing	Specs.
4-5 in.		100
3 in.	96%	100/90
1-1/2 in. (37.5 mm)	90%	
1 in. (25 mm)	73%	80/70
3/4 in. (19 mm)	68%	70/60
1/2 in. (12.5 mm)	56%	
3/8 in. (9.5 mm)	50%	
No. 4 (4.75mm)	40%	60/30
No. 10	30%	45/20
No. 40	18%	
No. 80	12%	
No. 200 (75 um)	7.9%	10/3

Quantities listed on the bid forms are estimates. Exact usage of materials shall be determined by Santa Fe County.

**B. METHOD OF MEASUREMENT:** 5" minus pit run material will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

**C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 151, 156 & 161):** The Contractor shall be available to load 5" minus pit run material into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 4:00 P.M. Monday through Saturday. Under bid item 151, the commercial pit shall be located within a 25 mile radius of the City of Santa Fe. Under bid item 156, the commercial pit shall be located **within a 25 mile radius of the City of Espanola**. Under bid item 161, the commercial pit shall be located **within a 25 mile radius of the City of Edgewood**.

**D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 152 TO 155, 157 TO 160 & 162 TO 165):** The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6X4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from 56,000 pounds to 86,400 pounds. If specified the Contractor shall use (6X4) tandem axle dump trucks with a maximum legal load capacity ranging from 34,000 pounds to 45,000 pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

**6. 3/8" MINUS LIMESTONE CRUSHER FINES (BID ITEMS 166 TO 180):**

**A. GENERAL:** 3/8" minus limestone based crusher fines, which should approximate existing ground color and be composed of a maximum particle size of three-eighths (3/8") inches. Finer granules are preferred. Quantities listed on the bid forms are estimates. Exact usage of materials shall be determined by Santa Fe County.

**B. METHOD OF MEASUREMENT:** 3/8" minus limestone crusher fines will be measured by the ton. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

**C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 166, 171 & 176):** The Contractor shall be available to load 3/8" minus limestone crusher fines into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 4:00 P.M. Monday through Saturday. Under bid item 166, the commercial pit shall be located **within a 25 mile radius of the City of Santa Fe**. Under bid item 171, the commercial pit shall be located **within a 25 mile radius of the City of Espanola**. Under bid item 176, the commercial pit shall be located **within a 25 mile radius of the City of Edgewood**.

**D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 167 TO 170, 172 TO 175 AND 177 TO 180):** The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6X4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from 56,000 pounds to 86,400 pounds. If specified the Contractor shall use (6X4) tandem axle dump trucks with a maximum legal load capacity ranging from 34,000 pounds to 45,000 pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

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## DIVISION 5

### STRUCTURES

**GENERAL:** Squashed corrugated metal culverts, mechanical locking joint polyethylene pipe, polyethylene pipe, end sections, connecting bands, class "A" and "AA" concrete and ready mix concrete shall conform to the following sections of Division 500 of the NMSHTD Standard Specifications for Road and Bridge Construction - 2000 with the following modifications:

**SECTION 510 - PORTLAND CEMENT CONCRETE:** Replace the word "Department" with "Santa Fe County" throughout. Replace references to "Central Materials Laboratory" with "Commercial Materials Testing Laboratory". Replace the word "Project Manager" with "Engineer" throughout.

**SECTION 570 - PIPE CULVERTS:** Replace the word "Department" with "Santa Fe County" throughout. Replace references to "Central Materials Laboratory" with "Commercial Materials Testing Laboratory". Replace the word "Project Manager" with "Engineer" throughout.

#### 2. CLASS "A" & "AA" CONCRETE (BID ITEMS 181 TO 204):

A. **GENERAL:** Class "A" and "AA" concrete shall be in accordance with section 510 of the NMSHTD Standard Specifications for Road and Bridge Construction - 2000. The Contractor shall submit a mix design for approval showing exact composition. All quantities listed on the bid forms are estimates only. Exact usage of materials shall be determined by Santa Fe County.

B. **METHOD OF MEASUREMENT:** Concrete will be measured by the cubic yard. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

C. **MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 181 TO 204):** The Contractor shall be available to deliver ready mix Class "A" and "AA" concrete between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under bid items 181 to 184 and 193 to 196, the commercial plant shall be located within a 15, 30, 45 and 60 mile radius of the City of Santa Fe. Under bid items 185 to 188 and 197 to 200, the commercial plant shall be located within a 15, 30, 45 and 60 mile radius of the City of Espanola. Under bid items 189 to 192 and 201 to 204 the commercial plant shall be located within a 15, 30, 45 and 60 mile radius of the City of Edgewood.

The Contractor shall provide ready mix trucks to haul the materials from the plant location specified on the bid form to delivery locations within 15, 30, 45 and 60 miles (one way) as specified on Santa Fe County Purchase Orders. The Contractor shall anticipate a 45 minute dump time at the delivery city. The minimum order size shall be two cubic yards.

3. **READY MIX CONCRETE (BID ITEMS 205 THRU 216):**

A. **GENERAL:** Ready mix concrete shall be a two sack sand slurry mixture. The two sack sand slurry is for the purposes of below grade backfill that does not require compaction. This slurry shall be composed of two sack of cement per yard, washed concrete sand, and water. The Contractor shall submit a mix design for approval showing exact composition. All quantities listed in the bid forms are estimates only. Exact usage of materials shall be determined by Santa Fe County.

B. **METHOD OF MEASUREMENT:** Ready mix concrete will be measured by the cubic yard. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

C. **MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 205 TO 216):**

The Contractor shall be available to deliver ready mix concrete between the hours of 7:00 A.M. and 5:00 P.M. Monday through Friday. Under bid items 205 to 208 the commercial plant shall be located within a 15, 30, 45 and 60 mile radius of the City of Santa Fe. Under bid items 209 to 212, the commercial plant shall be located within a 15, 30, 45 and 60 mile radius of the City of Espanola. Under bid items 213 to 216 the commercial plant shall be located within a 15, 30, 45 and 60 mile radius of the City of Edgewood.

The Contractor shall provide ready mix trucks to haul the materials from the plant location specified on the bid form to delivery locations within 15, 30, 45 and 60 miles (one way) as specified on Santa Fe County Purchase Orders. The Contractor shall anticipate a 45 minute dump time at the delivery city. The minimum order size shall be two cubic yards.

4. **CULVERTS, END SECTIONS, AND CONNECTING BANDS (BID ITEMS 237 TO 317):**

A. **CORRUGATED METAL PIPE, END SECTIONS AND CONNECTORS (BID ITEMS 237 TO 257):** The pipe shall be helically corrugated with re-rolled, annular ends and shall be constructed to the heights specified on the bid sheets. Helically corrugated pipe shall have 2-2/3" x 1/2", 3" x 1", or 5" x 1" as required by NMSHTD standard serial BMC-001-03. Pipe shall be constructed of 16 gauge steel. All corrugated pipe shall be supplied in 14foot, 20 foot and 24 foot sections or as specified on the Santa Fe County Purchase Order. Payment shall be made in accordance with the bid form.

- B. SQUASHED CORRUGATED METAL PIPE, END SECTIONS AND CONNECTORS (BID ITEMS 258 THRU 293):** The pipe shall be helically corrugated with re-rolled, annular ends and shall be squashed to the heights specified on the bid sheets. Helically corrugated pipe shall have 2-2/3" x 1/2", 3" x 1", or 5" x 1" as required by NMSHTD standard serial BMC-001-03. All squashed pipe shall be 16 gauge steel except for the following sizes; 49" X 33" and 57" X 38" squashed pipe shall be 14 gauge steel, 64" X 43" squashed pipe shall be 12 gauge steel, 71" X 47" and 77" X 52" squashed pipe shall be 10 gauge steel and 83" X 57" squashed pipe shall be 8 gauge steel. All corrugated pipe shall be supplied in 14foot, 20 foot and 24 foot sections as specified on the Santa Fe County Purchase Order. Payment shall be made in accordance with the bid form.
- C. MECHANICAL LOCKING JOINT POLYETHYLENE PIPE, END SECTIONS AND FITTINGS (BID ITEMS 294 TO 317):** Mechanical locking joint type polyethylene pipe shall have a smooth interior surface and angular exterior corrugations. Pipe shall meet AASHTO M294-97, Type S. Pipe shall incorporate a closed-cell extruded polyethylene foam gasket material meeting the test requirements of ASTM D1056 Grade 2A2. The pipe manufacturer shall install gaskets. Fittings shall be compatible with pipe joints and shall conform to AASHTO M 252, AASHTO M294, or MP7-97. Pipe and fitting materials shall be made of high-density polyethylene meeting ASTM D3350 minimum cell classification 335420C. Payment shall be made in accordance with the bid form.
- D. MATERIALS DELIVERY OPTION 1 AND 2 (BID ITEMS 234 THRU 314):**
- OPTION 1:** Contractor's pipe yard shall be located within a ten (10) mile radius of the City of Santa Fe. All material orders placed by Santa Fe County Purchase Order shall be made ready in a time of a maximum of five (5) days. All other lengths specified on the Purchase Order other than these standard lengths shall have a 14 day maximum preparation time. Contractor shall band orders as specified by Santa Fe County. The Contractor shall be available to load culverts, bands, and end sections onto vehicles provided by Santa Fe County between the hours of 8:00 A.M. to 4:00 P.M. Monday through Friday at the Contractor's plant specified on the bid sheet.
- OPTION 2:** If the Contractor's plant is located out of the area stated in OPTION 1, the Contractor has the option to deliver the specified order to a specified site located in Santa Fe County within five (5) calendar days of the order date. The materials shall be delivered to the location listed on the purchase order between 8:00 A.M. and 4:00 P.M. Monday through Friday. All other lengths specified on the Purchase Order other than these standard lengths shall have a 14 day maximum for preparation time and delivery. OPTION 2 will have the same basis for bid as OPTION 1.

## DIVISION 6

MISCELLANEOUS CONSTRUCTION MATERIALS

1. **GENERAL:** The gabion baskets, lacing wire, hard drawn wire, hog rings, rip rap wire, stakes, filter fabric and silt fencing shall conform to the following section of Division 600 - MISCELLANEOUS CONSTRUCTION of the NMSHTD Standard Specifications for Road and Bridge Construction, 2000 Edition, with the following modifications:

Replace the word "Department" with "Santa Fe County" throughout. Replace references to "Central Materials Laboratory" with "Commercial Materials Testing Laboratory". Replace the word "Project Manager" with "Engineer" throughout.

## SECTIONS 602.2 - MATERIALS

## SECTION 602.22 - RIP RAP

## SECTION 602.22 - STONE FOR RIP RAP

## SECTION 602.25 - WIRE MESH

## SECTION 602.223 - STAKES

## SECTION 602.225 - LACING AND TIE WIRE

## SECTION 602.3 - CONSTRUCTION REQUIREMENTS - DELETE THIS SECTION

## SECTION 602.4 - METHOD OF MEASUREMENT - DELETE THIS SECTION

## SECTION 602.5 - BASIS OF PAYMENT - DELETE THIS SECTION

## SECTION 604.2 - MATERIALS

## SECTION 604.3 - CONSTRUCTION REQUIREMENTS - DELETE THIS SECTION

## SECTION 604.4 - METHOD OF MEASUREMENT - DELETE THIS SECTION

2. **GABION ROCK (BID ITEMS 61 THROUGH 90):**

A. **GENERAL:** Gabion rock sizes will be specified on the Purchase Order. Quantities listed on the bid forms are estimates. The total amounts shall be determined by Santa Fe County.

B. **METHOD OF PAYMENT:** Gabion rock will be paid for per ton as specified in the bid forms. The Contractor shall provide weight measurement scales at the plant site and shall furnish certified weight receipts for payment purposes.

**C. MATERIALS TO BE PICKED UP BY SANTA FE COUNTY FORCES (BID ITEMS 61, 66, 71, 76, 81 & 86):** The Contractor shall be available to load Gabion rock into vehicles provided by Santa Fe County between the hours of 7:00 A.M. and 5:00 P.M. Monday through Saturday. Under bid item 61 and 76 the commercial pit shall be located within a 25 mile radius of the City of Santa Fe. Under bid item 66 and 81 the commercial pit shall be located within a 25 mile radius of the City of Espanola. Under bid item 81 and 86 the commercial pit shall be located within a 25 mile radius of the City of Edgewood.

**D. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 62 TO 65, 67 TO 70, 72 TO 75, 77 TO 80, 82 TO 85 AND 87 TO 90):** The Contractor shall provide trucking to haul the materials from the plant location specified on the bid form to the delivery location specified by Santa Fe County. The unit pricing for these services shall be measured by the ton mile of material delivered, by either belly/end dump or tandem truck, up to twenty (20) miles and from twenty (20) miles up to forty (40) miles. The Contractor shall provide no less than the amount of trucks (6X4) and bottom and/or end dump trailer combinations, listed on the purchase order, having a maximum legal load capacity ranging from 56,000 pounds to 86,400 pounds. If specified the Contractor shall use (6X4) tandem axle dump trucks with a maximum legal load capacity ranging from 34,000 pounds to 45,000 pounds, the Contractor shall provide no less than the number of trucks listed on the purchase order. The Contractor shall anticipate an approximate thirty (30) minute dump time at each delivery site.

**3. GABION BASKETS, LACING WIRE, HARD DRAWN WIRE, HOG RINGS, RIP RAP WIRE, STAKES, FILTER FABRIC AND SILT FENCING (BID ITEMS 318 TO 334):**

**A. GENERAL:** Quantities and sizes of gabion baskets, lacing wire, hard drawn wire, hog rings, rip rap wire, stakes, filter fabric and silt fencing will be specified on the Purchase Order. Quantities listed on the bid forms are estimates. The total amounts shall be determined by Santa Fe County.

**B. METHOD OF PAYMENT:** Gabion baskets, lacing wire, hard drawn wire, hog rings, rip rap wire, stakes, filter fabric and silt fencing will be paid for by each individual unit as specified in the bid forms.

**C. MATERIALS TO BE DELIVERED BY THE CONTRACTOR (BID ITEMS 318 THRU 334):** The Contractor shall deliver materials from the plant location to a location indicated on a purchase order. All material orders placed by Santa Fe County Purchase Order shall be made ready in a time of a maximum of five (5) days. The Contractor shall only deliver materials to Santa Fe County between the hours of 8:00 A.M. and 4:00 P.M. Monday through Friday.